

**Exhibit 1  
to the  
Declaration of Kelvin Taylor**



Maritz Loyalty Marketing  
1400 South Highway Drive  
Fenton, Missouri 63099  
Office 636.827.1234  
Fax 636.827.5485  
www.maritz.com

May 7, 2007

Elizabeth L. Buse  
Executive Vice President  
Product Development and Management  
Visa U.S.A. Inc.  
P.O. Box 8999  
San Francisco, CA 94128-8999

Re: Notice of Termination of Master Services Agreement dated April 17, 2006 (the "Agreement") between Visa U.S.A. Inc. ("Visa") and Maritz Inc., d/b/a Maritz Loyalty Marketing ("Maritz")

Dear Ms. Buse:

We are in receipt of your letter dated April 20, 2007 pursuant to which Visa has elected to terminate the Agreement in accordance with Section XII.A.2(b) thereof (the "Termination Notice"). Although we are disappointed with Visa's determination to terminate the Agreement, we want to assure you that we will continue to fulfill our obligations pursuant to the Agreement both during the notice period as well as under the Transition Services Agreement.

In addition to any issued but unpaid invoices existing as of the date hereof, please be advised that as of the date hereof we estimate the amount due and owing to Maritz by Visa is \$5,228,136. This amount consists of (i) the provision of Program Services since the completion of the last Milestone, (ii) the provision of completed Program Services with respect to which Maritz has not yet issued an invoice, (iii) costs incurred by Maritz, with the knowledge and consent of Visa, based on the understanding that such amounts would be recouped over the course of the term of the Agreement, (iv) certificates purchased at Visa's direction specifically for the Rewards Program and (v) equipment acquired by Maritz specifically for the Rewards Program.

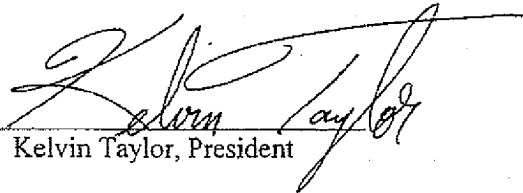
The foregoing estimated amount is exclusive of any amounts that may become due and owing to Maritz for services performed by Maritz, at Visa's request, subsequent to the date of the Termination Notice and/or services performed by Maritz pursuant to the Transition Services Agreement. Specific invoices for the services and expenditures enumerated above will be issued in due course, accompanied by appropriate supporting documentation.

**Exhibit 1**

As Visa has reserved all of its rights relating to or arising out of the Agreement or any Related Agreement, Maritz does the same without reference to any particular section or sections of the Agreement or any Related Agreement. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Agreement.

Sincerely yours,  
Maritz Inc.  
d/b/a Maritz Loyalty Marketing

By:



Kelvin Taylor, President

cc: General Counsel